control. *Pollock on Torts,* 307 (*394). They are such instruments as are in their nature calculated to do injury to mankind. *Loop v. Littlefield,* 42 N. Y., 351, 359. But an automobile is not inherently or *per se* a dangerous machine, so as to render its owner liable on that ground alone, for injuries resulting from its use. *Vincent v. Crandall & Godley Co.,* 131 N. Y. App., 200; *Steffen v. McNaughton,* 142 Wis., 49. An automobile cannot be placed in the same category as locomotives, gunpowder, dynamite, and similar dangerous agencies, *Jones v. Hoge,* 47 Wash., 663; nor is it to be classed with bad dogs, vicious bulls, evil disposed mules, and the like. *Lewis v. Amorous,* 59 S. E. (Ga.), 338. In fact an automobile is an ordinary vehicle of pleasure and business, and is no more dangerous than a team of horses and a carriage, or a gun, sail-boat, or motor launch. *Cunningham v. Castle,* 127 N. Y. App., 580. But its great weight, speed, power, and resulting momentum render the driving of an automobile at a high rate of speed through city streets in itself actionable negligence, and what may be a safe rate of speed at which to ride a bicycle or drive a horse may be an unreasonably rapid rate at which to drive an automobile in the same place. *Irwin v. Judge,* 81 Conn., 492, 501. On the other hand, it was held in *Ingraham v. Stockmore,* 118 N. Y. Supp., 399, and in *Olds Motor Works v. Shaffer,* 140 S. W. (Ky.), 1047, that an automobile is a dangerous machine; these cases, however, seem to be unsupported by any other decisions.

PRINCIPAL AND SURETY—EXTENT OF LIABILITY—TERM—RE-EMPLOYMENT.—FIDELITY MUT. LIFE INS. CO. V. RICHLAND ET AL., 138 N. Y. S., 763.—*Held,* that the sureties on a bond conditioned for a due performance of the requirements of the principal's contract of a certain date as insurance solicitor, and of any amendments and supplements thereto, and of all contracts thereafter made between the parties, were liable only for default of the principal occurring during his continuous employment, and not for defaults occurring after he had resigned and been re-employed. Ingraham, P. J., and Dowling, J., *dissenting.*

A bond given by an officer of a lodge ceases to be in force if there is an interruption in his holding the office, though the bond provide for its continuance so long as he shall hold office by election, re-election or otherwise. *Coombs v. Harford,* 99 Me., 426. And sureties for an agent are not liable for an indebtedness arising after principal has terminated the agency. *Phillips v. Singer Mfg. Co.,* 88 Ill., 305. Where there has been an interim when the principal was not employed as required by the bond but is later re-employed, surety is not liable. *Lexington, etc., R. Co. v. Elwell,* 8 Allen (Mass.), 371. But in *Shackamaxon Bank v. Yard,* 143 Pa. St., 129, it was held that the sureties were bound for the whole period of principal's service even though the service is not continuous. In every case, the question is, what is the meaning of the phrases: "continuance in office", "duration of employment", etc., and the Court in the principal case follows the great majority of Courts in holding that such expressions mean, in the absence of anything inconsistent in the context, that the time shall be continuous, without any interim or cessation of rights and duties, even though a contract of re-employment be made at once.